

REMARKS

Claims 1-8, 10-27, 37-39 and 40-47 are rejected under 35 USC §103(a) as being unpatentable over Terry (2001/0012346 A1) in view of Mandler et al. (US patent 6,785,661). Reconsideration and withdrawal of these rejections are respectfully requested.

The Office Action of October 10, 2004 again reiterates that the primary reference to Terry fails to disclose disputing a bill, creating a Credit Memo Request and submitting the credit memo request to the deploying company. For this subject matter, the Office relies on Mandler et al.

It is respectfully submitted that Mandler et al. does not teach, alone or in combination with Terry, the recited step of enabling the customer to remotely dispute all or a portion of the displayed invoice by providing the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice and to submit the created credit memo request to the deploying company, as claimed. Support for this assertion is presented below in detail.

As amended, each of the independent claims recites a step of

enabling the customer to remotely dispute all or a portion of the displayed invoice by providing the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice and configured to enable the customer to submit the customer-created credit memo request to the deploying company. (Italics added for Emphasis)

Therefore, in the claimed invention, it is the customer that creates a credit memo request through the user interface, and it is the customer that submits the customer-created credit memo request to the deploying company. In direct contrast, Mandler et al. does not enable the customer to remotely dispute an invoice, does not provide the customer with a user interface configured to enable the customer to create a credit memo request on the disputed invoice or to enable the customer to submit the customer-created credit memo request to the deploying company.

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Mandler et al. espouses an approach wherein a third party intermediates between the buyer and seller, which is the antithesis of the claimed invention. This third party, in Mandler et al., is the financial clearinghouse 40. Indeed, Mandler et al. uses this financial clearinghouse as an intermediary between the seller and the buyer specifically because the buyer and seller have no previous relationship with each other (see, e.g., abstract). The clearing house receives requests for goods from a buyer, determines the buyer's risk classification, establishes and forwards the payment from the clearinghouse.

As for disputes, the passage in Mandler et al. identified in the outstanding Office Action also calls for the clearinghouse to intermediate between the buyer and seller in the settlement and handling of disputes. Indeed, as stated in Col. 8, lines 4-23:

Upon receipt of the NOS, the clearinghouse 40 checks the NOS against the PO to ensure shipment of the proper goods in accordance with the PO and provides for either on-line or off-line dispute resolution if there is a discrepancy. The clearinghouse 40 then invoices the buyer 20 for the amount of the PO and creates an account receivable. Accounts receivable can be, for example, net 30 days. At the same time, an account payable to the seller 10 is also established in the amount of the PO less the risk-based discount fee retained by the financial clearinghouse 40. The financial clearinghouse 40 also can provide for disputes against the seller 10 for nonperformance and/or returns by the buyer 20 by either an on-line process via the communications network 5 or an off-line process via a meeting or written correspondence.

If the negotiations are conducted off-line, the process can allow for human intervention and then a subsequent resumption of electronic processing of the transaction by financial clearinghouse 40. (Underlining added for emphasis)

Nowhere in Mandler et al. is any teaching or suggestion of any user interface or any other means to enable the customer to remotely dispute all or a portion of the displayed invoice, to enable the customer to create a credit memo request on the disputed invoice and to enable the customer to submit the customer-created credit memo request to the deploying company. In

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Mandler et al., the customer does not create a credit memo request and does not submit any customer-created credit memo request to the deploying company.

In view of the acknowledged shortcomings of Terry, it falls to the secondary reference to Mandler et al. to teach or to suggest the missing subject matter. As detailed above, this missing subject matter is nowhere taught or suggested in the secondary reference to Mandler et al. Therefore, the combination of Terry and Mandler et al. cannot be effective to support the Office's outstanding §103(a) rejection, as the claimed invention would not have suggested itself to the person of ordinary skill in this art upon consideration of both references in combination. Such a combination might teach an interactive telecommunication (telephone) billing system (as taught by Terry), whereby disputes between the biller and the customer are handled through a third party intermediary (the financial clearinghouse 40), either in an online or offline fashion, through a broker. It is respectfully submitted that the applied combination does not support the pending §103(a) rejection, as neither of the applied references, either when considered singly or in combination, teach or suggest the claimed steps that enable a customer to submit the customer-created credit memo request to the deploying company, as required by each of the pending independent claims. In view of the foregoing, reconsideration and withdrawal of the outstanding obviousness rejections are respectfully requested.

Applicants' attorney believes that all claims are allowable as incorporating allowable subject matter and that the present application is now in condition for an early allowance and passage to issue. If any unresolved issues remain, the Examiner is respectfully invited to contact the undersigned attorney of record at the telephone number indicated below, and whatever is required will be done at once.

No fees are believed to be due with this communication. The Commissioner is authorized to charge any fees which may be required to Deposit Account No. 15-0635, referencing Docket No. OID-1999-180-01.

Respectfully submitted,

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